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COLLECTIVE AGREEMENT

Between

WEST RIM EXPRESS LINES LTD. D.M.P. TRANSPORT (1975)

And

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS, L. 100

Effective: May 1, 1985

Expires: April 30, 1987

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THIS AGREEMENT made effective this 1st day of May 1985

BETWEEN WEST RIM EXPRESS LINES (DMR 1975) LTD. (hereinafter referred to as "the Company")

AND THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS, LOCAL 100 (hereinafter referred to as "the Union")

ARTICLE 1.01 SCOPE OF THIS AGREEMENT

This Agreement shall apply to all employees of the Company classified as Company Line Drivers, Peddle Line Driver, Pick-up and Delivery Men, Yard and Dockmen, Maintenance Men and Mechanics. Lease Operators shall also be bound by and receive the benefits of such provisions of this Agreement as are applicable to them. The Company agrees to ensure and undertake that all employees of the Lease Operators shall have all of the rights, privileges and benefits and be bound by the duties and obligations of this Agreement.

ARTICLE 1.02

The provisions of Appendices A, B, C, D and E attached shall be deemed to be contained in and form a part of this Agreement.

ARTICLE 2.01 UNION SECURITY

The Company agrees to recognize the Union as the sole collective bargaining agent for all employees and lease operators falling within the area jurisdiction of this Agreement.

ARTICLE 2.02

Except as otherwise herein provided, all storing and handling of merchandise or other goods or material shall be carried on by employees of the Company, members of the Union, where such work is under control of the Company. Owner Operators shall be permitted to load or unload their own straight loads.

ARTICLE 2.03

- A. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully co-operate, individually and collectively, for the advancement of conditions.
- B. The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Company and of the trucking industry.

ARTICLE 2.04

- A. It is further agreed that, as a condition of employment, each employee not now a member of the Union, and each new employee covered in Article 1.01 and all Lease Operators and employees of Lease Operators shall become and remain a member in good standing of the Union before commencing employment with the Company.
- B. The Company agrees for the duration of this Agreement to deduct from the last pay cheque of each month the monthly dues of any employee, Lease Operators and employees of Lease Operators covered by this Agreement and remit such monies so deducted to the office of the Local Union, along with a list of the employees from whom the money was deducted.
- C. The Company agrees that in the hiring of new Lease Operators preference shall be granted to members of the CBRT & GW as per the provisions of the Canada Labour Code, Part V, Section 161(b).

ARTICLE 3.01 MANAGEMENT AND GENERAL

- A. The management, operation, and development, including the right to direct, plan and control operations, introduce new or improved methods or facilities is vested in the Company.
- B. The direction of employees, including the right to hire, demote, promote, transfer, suspend or discharge for just cause is the function of Management. Such function, however, shall not be exercised in any way inconsistent with or in violation of any terms or provisions of this Agreement.
- C. Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, properties or any of its parts thereto.
- D. The Company will provide bulletin boards at its terminals on which to post changes in Company rules and regulations, and on which the Union may post necessary changes to its members.
- E. The Company recognizes the employees' right to elect Shop Stewards and Committee members, and will not discriminate against them for any lawful Union activity.
- F. The Company will allow time off, without pay, to any man who is serving on a Union Committee or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business, and provided one (1) week's written notice is given to the Company by the Union, specifying the length of time off.
- G. Authorized agents of the Union will, on each occasion, request access to the Company establishments for purposes of investigating conditions related to the Union contract clauses.
- H. All terms and conditions of this Agreement shall be binding upon the parties hereto and their successors or assigns, provided, however, that the Company shall not be liable for payment of any kind to be made to the employees hereunder for damages by reason of breach of any of the terms and conditions herein contained, by any such successors or assigns.

ARTICLE 4.01 SENIORITY

- A. Seniority as used herein shall mean an employee's length of service since the date of hiring at the terminal of such hiring and in the classification of such hiring.
- B. Seniority shall be by terminal and three (3) separate classifications for seniority purposes shall be recognized as follows:
 - Class I - Over the road drivers who work on a mileage basis
 - Class II - City Drivers who work on an hourly basis
 - Class III - Mechanics and maintenance employees
- C. Within such terminal, the Company will post and maintain seniority listings. Such up-to-date listings will be posted as of May 1st of each succeeding year. Separate Lists will be prepared for each classification for each terminal.

ARTICLE 4.02

- A. The principle of seniority shall be maintained for purposes of determining reduction or restoration of the working force in each classification providing the senior man is capable of performing the job requirements.
- B. The parties to this Agreement recognize that job opportunity and advancement should increase in accordance with seniority. An employee's right to a job shall be based upon his seniority and ability to fulfill the job requirements but there shall be no job bumping.
- C. When the working force is reduced, employees shall be laid off in the reverse order of their seniority, commencing with the employee having the least seniority in his classification.
- D. When the work force is increased, employees shall be returned to work in order of their seniority in their classification, commencing with the employee having the greatest seniority.

ARTICLE 4.03

Any employee wishing to protest his seniority must do so by formally reducing his protest to writing and submitting his protest to his supervisor and to the Union within thirty (30) days of the posting of the Seniority listing.

ARTICLE 4.04

An employee shall lose his seniority in the following instances:

- (a) If he is lawfully discharged.
- (b) If he voluntarily quits his employment with the Company.
- (c) If he is laid off and fails to return within seven (7) days after a written notice to return to work has been sent by the Company to the last known address of the employee.
- (d) If he is laid off for a period in excess of six (6) months.

ARTICLE 4.05

All newly hired employees shall be considered as probationary employees ~~for~~ the first thirty (30) continuous calendar days from the date of employment. On completion of the probation period such employee shall be entitled to all rights and privileges of this Agreement and his seniority shall be computed ~~from~~ the date of his hiring. For Lease Operators, the probationary period will be ninety (90) days.

ARTICLE 5.01 LEAVE OF ABSENCE

- A. When the requirements of the Company's services will permit, any employee hereunder, upon written application to the Company, with a copy of the said application to the Union, may, if approved by the Company, be granted a leave of absence for a period of thirty (30) days. Under such leave the employee shall retain and accrue seniority.
- B. Such leave of absence may be extended for additional periods of thirty (30) days and seniority will accrue during such extension. A copy of such extension shall be sent to the Union.

ARTICLE 6.01 SAFETY CONDITIONS

It shall be the duty of the employee to report promptly in writing to the Company all defects in equipment. It shall be the duty of the Company to maintain all vehicles in a safe operating condition. The determination of, as well as the responsibility for all decisions in regard to the condition of the equipment, shall rest with the Company, provided that if, in the opinion of the Company or its representatives, the equipment is not in a safe operating condition, it shall require the equipment to be withdrawn from use until it has been put into a safe operating condition to the satisfaction of the Company.

ARTICLE 7.01 PAY AND WORK CONDITIONS

- A. Hours of work and rates of remuneration are outlined in the separate Appendices of this Agreement.
- B. Pay time shall be computed from the time that the employee is ordered to report for duty or registers in, whichever is the later, until he is released from duty.
- C. The rates of remuneration as listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Company.
- D. No employee shall be asked nor shall he enter into a separate written or verbal agreement with the Company covering the hours or work, wages or conditions, during the term of this Agreement, where such agreement represents less by way of wages, working conditions or other benefits than provided by this Agreement.

- E. Employees of Owner (Lease) Operators shall be paid equivalent wages and benefits as provided herein. It shall be the responsibility of the Owner Operator to make known to such employees the terms and conditions of the contract. If there should be any deficiency to the employee it shall be his responsibility to so advise the Lease Operator, in writing, within thirty (30) days of the pay period in which the deficiency took place. Lease Operators shall then take action to rectify the situation and pay such balance as may be properly due and owing to such employee from the Operator.

ARTICLE 7.02

- A. When an employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay.
- B. Regular terminal or maintenance shop employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours work, but after completion of the duty he was called for he may book off work with a minimum of two (2) hours pay.
- C. There shall be no "split shifts" and hourly paid employees work week must be designated to him on the last day of the preceding week.
- D. Hourly paid employees shall, except by mutual agreement between the parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes, nor more than one (1) hour on any one day.
- E. No hourly paid employees shall be compelled to take more more than one (1) continuous hour during such period, nor compelled to take any part of such continuous hour before he has been on duty three (3) hours or after he has been on duty six (6) hours.

ARTICLE 7.03

When an employee meets with personal injury while on duty which prevents him from completing his shift, he will be paid for only the hours actually worked, provided, however, if a doctor confirms by way of a report or certificate that the injury is such as to prevent the employee from completing his shift, then he will be paid for the entire shift, providing further that he is not in receipt of Workers' Compensation for that day.

ARTICLE 7.04

- A. All employees covered by this Agreement shall be paid not less than twice a month. For accounting purposes, the Company may defer payment of not more than ten (10) calendar days of earnings.
- B. The Company shall provide a report whereby employees will have a record of all work performed.

ARTICLE 8.01 VACATIONS

- A. All employees shall receive two (2) weeks' vacation with pay after completion of each year of continuous service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages of the employee during the year in which he qualified for such vacation.
- B. Each employee, on completing four (4) or more years' continuous service with the Company, shall be granted three (3) weeks' holiday with pay. Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages of the employee during the year in which he qualified for such vacation.
- C. Each employee, on completing ten (10) or more years' continuous service with the Company, shall be granted four (4) weeks' holiday with pay. Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages of the employee during the year in which he qualified for such vacation.

ARTICLE 8.02

The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees.

ARTICLE 8.03

An employee laid off or leaving the Company before completion of a full year of service shall be entitled to a pro-rated vacation with pay computed on the same percentage of his regular wages during the portion of the year worked.

ARTICLE 9.01 STATUTORY HOLIDAYS

- A. All employees who have completed their probationary periods of thirty (30) calendar days shall be entitled to ten (10) statutory holidays. The said statutory holidays are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Civic Day	Boxing Day

or any other day declared by a federal or provincial government as a general holiday.

- B. Regular hourly employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the statutory holidays as listed above.
Line Drivers will receive ten (10) hours pay.
- C. In the event a regular employee is requested to work on a statutory holiday he shall receive the rate of pay as stipulated in this Agreement in addition to the rate of pay as prescribed for the statutory holiday.

ARTICLE 10.01 OTHER UNION CONTROVERSY

The Union agrees that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slow down programme while the controversy is being settled.

ARTICLE 10.02

It shall not be a violation of this Agreement or cause for discharge for any employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union.

ARTICLE 10.03

During the life of this Agreement, there shall be no lockout or any strike sit down, work stoppage or suspension of work either complete or partial.

ARTICLE 11.01 GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any Appendix thereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedures for such adjustment and settlement shall be as follows:

Step 1

Any grievance of an employee shall first be taken up between such employee and his immediate supervisor.

Time limit to institute grievance:

- (a) Termination or lay-off - five (5) days from date of termination or lay-off.
- (b) All others - thirty (30) days from the date the grievance arose.

Step 2

Failing settlement under Step 1, the employee must present his grievance in writing to the Shop Steward and such grievance shall be taken up between the representative of the Local Union and the immediate supervisor.

Step 3

Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of the kind that is subject to Steps 1 and 2 shall be reduced to writing and it will be referred to and taken up between the Regional Representative of the Union and the Company representative authorized by the President of the Company. Such written notice must be made within the time limitation as indicated under Step 1.

In the event of disagreement after compliance with the aforementioned clauses, the grievance shall be reduced to writing and referred to a Board of Arbitration. The Board shall consist of one (1) member to be selected by mutual agreement of the Company and the Employees' Committee. The arbitrator thus appointed shall be selected within five (5) working days (excluding Sundays and holidays) following receipt of the written request originating the arbitration procedure. In the event of failure of the Company and the Employees' Committee to agree upon an arbitrator, the parties involved shall request the Federal Minister of Labour for Canada to appoint an arbitrator, further requesting that this appointment be made within seven (7) days of the date such request is received.

ARTICLE 12.01 LEASE OPERATORS

The Company agrees to negotiate, and only negotiate, with the Union and a Committee of Lease Operators with respect to all of the conditions of the operation and work of Lease Operators.

ARTICLE 13.01 TERMINATION AND AMENDMENTS

- A. This Agreement shall be in full force and effect as of the first day of May 1985 and continue in effect until the 30th of April 1987 and from year to year thereafter except as hereinafter provided.
- B. Either party may terminate this Agreement on any anniversary date by notice in writing to the other party not less than ninety (90) days prior thereto.
- C. Either party wishing to amend this Agreement shall give notice in writing to the other party to commence collective bargaining within the period of ninety (90) days prior to such anniversary date of this Agreement.

SIGNED this 6th day of Sept, 1985 at Vancouver, B.C.

FOR THE COMPANY

Oliver Smith
André L. J. Chellette

FOR THE UNION

V. B. ...
[Signature]
Dortco

APPENDIX A

COVERS ALL EMPLOYEES ENGAGED IN OVER THE ROAD OPERATIONS SINGLE AND SLEEPER-CAJ)

Section 1

Local warehouse work and city pick-up and delivery service are not subject to the terms and conditions of this Article but are subject to pick-up and delivery Appendix hereunto annexed and forming part of this Agreement.

Section 2 LINE DRIVERS CALL AND GUARANTEE TIME

- (a) Employees shall be given at least two (2) hours notice when ordered to report for duty at both the home terminal and at the end of the run where he has been effectively released from duty by the Company.
- (b) When an employee has been called for duty and has begun his trip, he shall be guaranteed a minimum of eight (8) hours work and/or pay at the hourly work time rate for the trip or any portion thereof.
- (c) When an employee reports to work after being called and no work is available, he shall receive a minimum of four (4) hours pay at the work time rate.
- (d) The Company will endeavour to notify all drivers between the hours of 1700 and 1900 who are off-duty at their home terminal if they are expected to report for duty between the hours of 1900 and 0700, provided further that drivers who are off-duty at their home terminal before 1200 hours on Saturday who are to be called to work prior to 2400 hours Sunday shall be notified by 1200 hours Saturday of time of dispatch.

Section 3

Work time shall mean loading and unloading, repair of equipment and time spent on ferries and boats. Drivers shall be paid for such duties at the applicable work time hourly rate. In the case of dual drivers, where only one driver is required to load or unload, only one driver will be paid for work time.

Section 4 DEADHEAD

- (a) Every employee covered under this Agreement, when required to travel by any other mode of transportation other than Company equipment, shall be paid in the following manner:

For the first eight (8) hours in any twenty (20) hour period, his hourly work time rate as provided in this Agreement.
- (b) Each employee who is covered by this Agreement and who is required by the Company to ride on Company equipment in deadhead manner will be paid the regular work time rate for all hours spent in riding such equipment.

Section 5 WAIT TIME

Drivers shall be paid for wait time as follows:

- (a) For all time spent waiting to load and unload, waiting for equipment to be repaired and waiting for roads to be cleared as stipulated in this Agreement, with a maximum of eight (8) hours pay for waiting time in each twenty (20) hour period.
- (b) Wait time is clarified as follows: Wait time is not accumulative for the purpose of determining wait time pay. Each stop shall be considered a separate waiting period.
- (c) In no event shall wait time pay exceed eight (8) hours for each stop in any twenty (20) hour period. When a driver is held more than one (1) day he shall receive pay for the first eight (8) hours of each twenty (20) hour period.
- (d) All time lost due to delays as a result of overloads or certification violations involving federal, provincial or city regulations shall be paid for at regular applicable wait time rate in this Agreement. It shall be the duty of the employee to ascertain that he is not hauling an overload, and to ascertain that he has all the necessary and required licences, certificates and permits before leaving the Company terminal, provided, however, that the Company shall arrange for all permits to be made available to its employees.

Section 6 LAYOVER

In the event that drivers are required to layover during any one round trip or tour away from their home terminal, they shall be compensated for layover time as follows - it being understood that layover time shall not be accumulative, but shall mean only one layover on such round trip or tour, save and except in the case of accident or breakdown whereby the layover point may be extended to a point beyond the original designated layover point. For the first twelve (12) hours of each layover - no pay. For the next eight (8) hours, rates as stipulated in this Agreement. For the next twelve (12) hours - no pay. For the next eight (8) hours, rates as stipulated in this Agreement and continuing on the same basis for each twenty (20) hour period of the continuing layover.

Section 7 BOBTAIL

Driving a tractor without a trailer shall be paid for on the same basis as driving tractor-trailers.

Section 8 MILEAGE RATES

- (a) Mileage rates are laid out by areas and will be paid for as such and they are composite mileage rates to compensate for duties performed in normal operations which include driving, checking equipment and reports, including fueling, hook-up and/or unhooking at the origin and/or destination points.
- (b) The official state, provincial and/or territorial mileages will be used as a guide to determine the miles driven. The authority to determine the number of miles driven will be the Department of Highways of the various provinces, territories and/or states.

Section 9 **MILES AND HOURS**

- (a) All runs or trips shall be paid for at the mileage rate for miles driven except that the hourly rates shall apply in the event that the amount earned under applicable mileage rate provided less than the hourly rate for the total driving time on a particular trip. The onus is upon the driver to question the rate of pay marking his trip and pay report accordingly.
- (b) Bush Runs - runs which include both highway miles and off-line bush miles will be paid for in the following manner - mileage rates for main highway miles and hourly rates for bush miles.

Section 10 **SINGLE MAN OPERATIONS**

- (a) For definition purposes the word "trip" will be used when referring to single man operations. A single man trip is considered from point of dispatch to point of rest, layover or book off.
- (b) The regular hours of work for employees engaged in single man operations shall be ten (10) hours per trip. The Company shall pay for all driving and working in excess of the regular hours at the overtime rate as specified hereafter, and shall continue at the overtime rate until a rest period of eight (8) hours is provided. This rate does not apply to the layover and wait time, but is calculated on the driving and work time only, at one-half the work time rate of pay.
- (c) No single man driver shall be called for dispatch until he has been off-duty eight (8) hours, excluding two (2) hours call time, after completing a trip.

Section 11 **SLEEPER-CAB OPERATION**

- (a) For definition purposes, the word "tour" will be used when referring to sleeper operations.
- (b) Sleeper-cab operation shall be performed by two (2) drivers, the Company shall designate the home terminal of each driver team and they shall be paid for driving one-half ($\frac{1}{2}$) the mileage the vehicle travelled in making the tour.
- (c) Only two (2) men shall be permitted in sleeper-cab equipment at any time, except in case of emergency, or where new type of equipment is put into operation. In no event shall a driver supervisor or other authorized personnel be in the cab in addition to the two (2) drivers for more than three hundred (300) miles.
- (d) No driver under this Agreement shall be placed on layover if routed on any tour with outbound mileage under four hundred (400) miles.
- (e) Except in cases of emergency, sleeper-cab drivers shall be entitled to have a minimum of four (4) off-hours off-duty, excluding call time after completion of their tour.
- (f) No sleeper-cab driver shall be allowed to take a solo trip of more than four (4) hours until he has had eight (8) hours rest since he was last on duty.

Sec: 112 TRANSFERRING OVER-THE-ROAD DRIVERS

- (a) When a branch, terminal, division or operation is closed or partially closed and the work of the branch, terminal, division or operation in whole or in part, an employee at the closed or partially closed down branch, terminal, division or operation shall have the right to transfer to the branch, division or operation into which the work was transferred if work is there available.
- (b) Such employees will be dove-tailed into the seniority list as of the date they first became employees in their classification.
- (c) Whenever a man is transferred at the request of the Company, his reasonable moving expenses shall be borne by the Company.
- (d) For the purpose of this Section, "expense" is defined to mean the moving expenses of normal household goods and chattels.

APPENDIX B

COVERS RATES OF PAY FOR ALL SINGLE MAN AND SLEEPER-CAB DRIVERS

The following rates will be adjusted by negotiation with the Union when they become applicable.

Section 1 MILEAGE RATES

(a) Sleeper Teams	Mar 01-78
i. Yukon and north of Watson Lake	25.75
ii. North of Dawson Creek to Watson Lake	23.25
iii. Hart Highway, Caribou Highway and Highway No. 16 west of Prince George	22.25
iv. West of Alberta Highway No. 2 and other areas of British Columbia	21.25
v. East of Dawson Creek to Edmonton, north and south on Highway No. 2 and east of Highway No. 2 in Alberta	21.25
vi. Saskatchewan, Manitoba and east	21.25
(b) Single Man Operation	Mar 01-78
i. Yukon and north of Watson Lake	23.75
ii. North of Dawson Creek to Watson Lake	20.75
iii. Hart Highway, Caribou Highway and Highway No. 16 west of Prince George	20.75
iv. West of Alberta Highway No. 2 and other areas of British Columbia	20.75
v. East of Dawson Creek to Edmonton, north and south on Highway No. 2 and east on Highway No. 2 in Alberta	19.75
vi. Saskatchewan, Manitoba and east	18.30
(c) When operating units west of Winnipeg with more than five (5) axles with a maximum of seven (7) axles, the mileage rate is (a) and (b) above will be increased by .01¢ per axle for each additional axle over and above the fifth axle. When operating units east of Winnipeg with more than five (5) axles, the mileage rates in (a) and (b) above will be increased by .01¢ per axle for each additional axle over and above the fifth axle.	

Section 2 RATES OF PAY (HOURLY) WORK TIME

	Mar 01-78
i. Yukon Territory	\$8.01/hr
ii. British Columbia	\$7.81/hr
iii. Alberta and Northwest Territories	\$7.01/hr
iv. Saskatchewan and Manitoba	\$6.79/hr
v. All work performed by over-the-road drivers shall be paid for at their domicile hourly rate.	

Section 3 WAIT TIME AND LAYOVER TIME

Mar 01-78

- | | | |
|------|--|-----------|
| i. | Yukon Territory | \$7.51/hr |
| ii. | British Columbia | \$7.31/hr |
| iii. | Alberta and Northwest Territories | \$6.51/hr |
| iv. | Saskatchewan and Manitoba | \$6.31/hr |
| v. | All wait time and layover time by over-the-road drivers shall be paid for at their domicile hourly rate. | |

Section 4 SUBSISTENCE ALLOWANCE

Each employee who is required to layover from his domiciled point shall be entitled to a subsistence allowance of ten dollars (\$10.00). In addition, the Company will pay for the reasonable cost of a hotel room upon presentation of a receipt.

OR

Where camp facilities are available, the employees shall receive board and lodging at no cost to the employee.

APPENDIX C

The following will be subject to negotiation with the Union where they become applicable.

CITY DRIVERS

Section 1 SCOPE OF THIS APPENDIX

This Appendix shall cover employees engaged in driving trucks within the area of the cities in which the Company maintains terminal offices.

Section 2 RATES OF PAY AND HOURS OF WORK

British Columbia based employees - the Company agrees that British Columbia based employees will be covered by all of the terms and conditions of the existing Agreement that was negotiated between the Canadian Brotherhood of Railway, Transport and General Workers and West Rim Express Lines (DMR 1975) Ltd.

Section 3 ALBERTA, MANITOBA AND SASKATCHEWAN BASED EMPLOYEES

- (a) Hours of Work - Daily maximum is eight (8) hours per day or forty (40) hours per week, for any five (5) consecutive days.
- (b) Overtime Rate of Pay: All hours worked in excess of daily or weekly maximum will be deemed overtime and paid for at the rate of one and one-half (1½) times the every day hourly rate of pay.

For all hours worked on the employee's designated day of rest or on a statutory holiday, the rate of pay will be one and one-half (1½) times the employee's regular hourly rate of pay.

Section 4 HOURLY RATE FOR CITY EMPLOYEES

	Mar 01-78
(a) In Alberta	\$7.01/hr
(b) In Saskatchewan and Manitoba	\$6.79/hr

Section 5

All employees covered under this Appendix who have not completed a probationary period of sixty (60) days will be paid ten cents (10¢) an hour less than the rate outlined above.

APPENDIX D

HEALTH AND WELFARE PROGRAMME

COVERING EMPLOYEES AND LEASE OPERATORS IN ALBERTA, SASKATCHEWAN,
MANITOBA AND BRITISH COLUMBIA

Section 1

The Company shall establish and operate a Health and Welfare Plan covering members of the Union from time to time employed by the Company subject to the conditions as to part-time employees contained herein and to the following eligibility conditions:

- (a) Any member of the Union who is in the employ of the Company on the effective date of the Health and Welfare Plan shall join the Plan from that date.
- (b) Any employee or Lease Operator who is hired by the Company after the effective date of the Health and Welfare Plan shall join the plan on the first day of the month immediately following completion of thirty (30) days employment with the Company.
- (c) Notwithstanding the provision of subsection (b) of this Section 1, any employee who is hired by the Company after the effective date of the Health and Welfare Plan shall immediately join the Health and Welfare Plan. Employees of Lease Operators will join the plan after thirty (30) days employment with the Lease Operator.

Section 2

The plan shall provide the following benefits:

- (a) Group Insurance with a Life Insurance Company licensed to operate in Canada, providing the following minimum coverage for members who join:
 - (i) Life insurance coverage in the sum of \$25,000.00 covering death from any cause.
 - (ii) Accidental Death and Dismemberment coverage for loss within ninety (90) days of an accident of life, limb or sight according to the following schedule:

Loss of life	\$25,000.00
Loss of both hands or both feet or sight of both eyes	\$25,000.00
Loss of one hand and one foot	\$25,000.00
Loss of one hand and sight of one eye	\$25,000.00
Loss of one foot and sight of one eye	\$25,000.00
Loss of one hand or one foot or sight of one eye	\$15,000.00
 - (iii) Effective July 1, 1981, non-occupational weekly indemnity coverage of \$275.00 per week commencing on the first day of necessary absence from work due to accident and on the eighth (8th) day of necessary absence from work due to sickness, continuing for a maximum of fifty-two (52) weeks during any period of disability. Period of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Company for at least one (1) full week.
 - (iv) (a) It shall be the responsibility of the Company to provide the employee the necessary Health and Welfare forms.

- (b) It shall then be the responsibility of the employee to cause such forms to be filled out and completed by his doctor in order they can be processed.
- (c) The Company shall cause the Insurance Carrier to remit payments due the employee not less frequently than his normal pay periods.

Section 3 DENTAL COVERAGE

A Dental Plan shall be provided under the following provisions:

- (a) 100% coverage for basic dentistry for the employee, his spouse and dependent children ages 1 to 18 years inclusive (Plan A).
- (b) 50% coverage for prosthetic and restorative benefits for the employee, his spouse and dependent children ages 1 to 18 years inclusive (Plan B).
- (c) Coverage for dependent children to age 25 under schedules outlined in (A) and (B) above shall remain in effect provided the dependent child is attending a recognized educational institution or is mentally infirm.

Section 4 LONG TERM DISABILITY

- (a) (i) If, at the expiration of the twenty-six (26) weeks allowable for weekly indemnity, the employee is considered totally disabled, he shall then be subject to long term disability benefits so long as the disability continues or until the employee reaches ages sixty-five (65).

An employee shall be deemed to be totally disabled, or total disability shall be deemed to exist, when the employee is suffering from such a state of bodily or mental incapacity resulting from injury or disease as would wholly prevent the employee from engaging in any employment for which the employee is reasonably qualified by education, training or experience.

- (ii) In the case of long term disability as outlined above, payment during such disablement shall be in the amount of one thousand, one hundred ninety-two dollars (\$1,192.00) per month.

Section 5 COST OF THE PLAN

- (a) The Company will pay forty dollars (\$40.00) per Lease Operator who is married for the cost of the Mutual Insurance coverage and fifty percent (50%) for Lease Operators who are single.
- (b) The premium payable by the employee will be made by payroll deduction and made once monthly from the first pay period in each month. Coverage for benefits from the Health and Welfare Programme will remain in force for the whole of any month in which the employee works a portion, whether or not the member remains in the employ of the Company for the whole of such month.
- (c) Coverage under Section D as explicitly defined in the master plan.
- (d) The Company shall advise the Union of the actual premium cost of the Health and Welfare Plan and agrees to renegotiate this item only in the second year of the Agreement should the premium cost be increased over that of the allowance now provided as in Section 5(a), i.e. \$40.00.

APPENDIX E

1. (a) It will be the responsibility of the Lease Operator respecting the coverage of spare drivers or employees.
 - (b) The Company will supply each lease operator with a spare tire for his trailer. The Company will repair flats at its Vancouver terminal. However, if a lease operator has more than one (1) flat en route the Company shall be responsible for these flat repairs.
2. Any lease operator who undertakes to paint his truck with the appropriate Company colours shall receive as compensation an increase of 1% of the gross monthly revenue due said operator until such increase equals the sum of \$1,500.00 or a fifteen (15) month period has elapsed from the date of painting.

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